

**Additional Articles for VERADO VIEW AT PROVIDENCE
HOMEOWNERS' ASSOCIATION,
a Nevada non-profit corporation**

ARTICLE 3 (continued)

DIRECTORS

The initial Board of Directors of the Association shall consist of **three (3) Directors**. The **three (3) Directors**, all of whom (other than Directors appointed by Declarant) must be members (“Members”) of the Association (including an officer, employee, agent or director of a corporate Member; a partner of a Member which is a partnership; a trustee or designated beneficiary of a Member which is a trust; or a fiduciary of a Member which is an estate). The number of Board Directors **may be increased or decreased**, at any time by Declarant during the Declarant Control Period, as set forth in detail in the Declaration and/or Bylaws, and otherwise may be changed by amendment of the Bylaws, provided that there shall be neither more than any maximum nor less than any minimum number of Directors from time to time required by applicable Nevada law.

ARTICLE 4 (continued)

PURPOSE

The Association is organized and shall be operated as a non-profit corporation for purposes of conducting any and all lawful affairs for which corporations may be incorporated under Nevada Revised Statutes (“NRS”) Chapter 82, as in effect on the date these Articles of Incorporation are filed, and any amendments thereof or successor statutes thereto, and for the purposes of performing or exercising all duties, obligations, responsibilities and rights imposed upon or granted to the Association in that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for **Verado View at Providence Homeowners' Association** (“Declaration”), recorded or to be recorded against the property described therein in the Official Records, Clark County, Nevada.

The Association does not contemplate monetary gain or profit to the Members hereof, and the specific primary purposes for which it is formed are to administer and enforce the conditions, covenants and restrictions, and collect and disburse the assessments and charges, provided for in the Declaration. In furtherance of and incidental and supplemental to said purposes, this Association shall have powers set forth in NRS § 116.3102, as it may be amended, and, among others, as follows:

(a) perform the duties and obligations and exercise the rights of the Association as set forth in the Declaration, including, without limitation, the promulgation and enforcement of rules and regulations relating to the general appearance of the community, and the levy, collection and enforcement of assessments pursuant to the Declaration;

(b) carry on any other lawful activity or do anything whatsoever which the Association may deem proper or convenient or capable of being carried on, or which may be calculated directly or indirectly to promote the interests of the Association or of the property over which it has jurisdiction, so long as said activity is incidental to and in furtherance of said stated purposes; provided that the commencement, prosecution, and/or maintenance of, and/or intervention in, any legal or administrative proceeding, without having fully and completely followed, or in violation of, the mandatory requirements and procedures set forth in the Declaration, shall be ultra vires; and

(c) to have, enjoy and exercise in furtherance of said stated purposes, all of the rights, powers and privileges which are now or which may hereafter be conferred upon non-profit corporations by the laws of Nevada, including the right to any and all of the things hereinbefore set forth, as principal and as agent, to the same extent as natural persons might or could do.

ARTICLE 7
MEMBERS AND VOTING RIGHTS

Ryland Homes Nevada, LLC, a Delaware limited liability company, and its successors and assigns (“Declarant”), and every person or entity who is a record owner (“Owner”) of a fee interest in all or any portion of a residential Lot (“Lot”) which is located within that real property subject to the Declaration (“Community”), including installment land sale contract vendees, shall be a member of the Association. There shall be one (1) vote per Lot owned, and, based on the foregoing, the voting power and Association property rights and interests of each Member shall be equal. The foregoing is not intended to include Persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Community, nor may membership be resigned by any individual who continues as record owner of a fee interest in all or any portion of a Lot within the Community.

ARTICLE 8
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE 9
DISSOLUTION OF ASSOCIATION

Upon dissolution of the Association, the assets of the Association shall be distributed in compliance with applicable Nevada law.

ARTICLE 10
AMENDMENT OF ARTICLES

Amendment of these Articles shall require: (a) the assent (by vote or by written consent) of Members representing sixty-seven percent (67%) or more of the total voting power of the Association; and (b) the written consent of a majority of the total voting power of the Board of Directors. The Bylaws may be amended, as more fully set forth in the Bylaws.

ARTICLE 11
INDEMNIFICATION

The Association shall indemnify any Person who is or was a Director or Officer of the Association to the fullest extent permissible: (a) under the provisions of NRS Chapters 82 and 116; (b) under the indemnification provisions of successor or amended statutes; (c) as provided in the Declaration or the Bylaws; and (d) by any agreement adopted pursuant to or permitted by (a) or (b) above.

Without limiting the application of the foregoing, the Board of Directors may adopt Bylaws from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Nevada, and may cause the Association to purchase and maintain insurance on behalf of any Person who is or was a Director or Officer of the Association against any liability asserted against such Person and incurred in any such capacity or arising out of such status. The indemnification provided in this Article shall continue as to a Person who has ceased to be a Director, Officer, employee or agent, and shall insure to the benefit of the heirs, executors and administrators of such Person.

ARTICLE 12
OFFICER AND DIRECTOR LIABILITY

No action may be brought against an Officer or Director of the Association based on any act or omission arising from failure in his official capacity to exercise due care regarding the management or operation of the Association unless the act or omission involves intentional misconduct, fraud or knowing violation of law; *provided, however*, that this Article shall not eliminate or limit the liability of an Officer or Director as provided in NRS §82.221(4). If the NRS are amended to authorize further elimination or limitation of the liability of an Officer or Director, then the liability of an Officer or Director of the Association shall be eliminated or limited to the fullest extent permitted by the NRS, as so amended. Any repeal or modification of this Article shall not increase the liability of an Officer or Director of the Association arising out of acts or omissions occurring before the repeal or modification became effective.

ARTICLE 13
PRIORTIES AND INCONSISTENCIES

In case of any conflict between the Bylaws and these Articles, these Articles shall control; and in the case of any conflict between the Declaration and these Articles, the Declaration shall control.